

3-2372

THIS BOOK DOES NOT CIRCULATE

THIS AGREEMENT made this 18th day of September

1975, by and between:

TOWNSHIP OF EWING, a municipality in the County of Mercer, State of New Jersey, hereinafter referred to as the "Employer", and EWING POLICE SUPERIOR OFFICERS ASSOCIATION, of Ewing Township, Trenton, New Jersey, hereinafter referred to as the "Association".

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of the Superior Officers, who are members of the Police Department of the Township of Ewing.

NOW THEREFORE, in consideration of these premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the Employees of the Employer, as hereinafter defined, recognized as being represented by the Association, as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.01

The Employer recognizes the Association as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its members.

Section 1.02

The bargaining unit shall consist of all Sergeants, Lieutenants, and the Captain, who are members of the Police Department of the Township of Ewing, County of Mercer and State of New Jersey.

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Section 1.03

This Agreement shall govern all wages, hours and other conditions of employment as hereinafter set forth except that it is recognized that the management of the Township, the control of its properties and maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, selecting and directing the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer within the Department, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, consistent with N. J. S. A. 40A:14-19, et seq., transfer, and decide the number and locations of its facilities, stations, etc., to determine the work to be performed within the unit, maintenance and repair of equipment, amount of supervision necessary, machinery, methods, schedules of work together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise except as may be otherwise specifically limited by this Agreement.

Section 1.04

It is agreed that during the term of this Agreement, neither the Association, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slow down, stoppage of work, boycott, illegal or unlawful picketing, or willfull interference with the established procedures and policies, against or within the Township of Ewing and that there shall be no lock out of employees by the employer.

In the event that any of the employees violate the provisions of the above paragraph, the Association shall take the necessary steps to have the employees who participated in such action back to their jobs, forward copy of such order to the employer and use ever means at its disposal to influence the employees to return to work.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section 2.01

Collective bargaining with respect to rates of pay, hours of work and other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties.

Section 2.02

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 2.03

The President of the Association or his designee shall participate in collective bargaining meetings called for the purpose of negotiation of collective bargaining agreement and will be excused from his work assignment, without loss of pay, for said collective bargaining meetings.

The Association may have an additional member participate in collective bargaining meetings called for the purpose of negotiation of collective bargaining agreement, but he will not be excused from his work assignment nor will he be paid for the loss of pay for said collective bargaining meetings. Said additional Association member

may attend the aforementioned collective bargaining meetings provided that he shall not be on duty during the course of such negotiations.

ARTICLE III

CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME

Section 3.01

The Association President, or his designee, should be granted a reasonable amount of time during his regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township. He shall not leave his work without first obtaining permission of his immediate supervisor, which permission shall not be unreasonably withheld.

ARTICLE IV

EQUAL TREATMENT

Section 4.01

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Association membership or Association activities.

The Township and Association agree not to interfere with the right of employees to become or not to become members of the Association and further that there shall be no discrimination or coercion against any employee because of Association membership or non-membership.

ARTICLE V

PAY TREATMENT FOR EXTENDED ILLNESS

Section 5.01 SICK LEAVE

1. Members of the Association shall be entitled to receive full pay for a period of two hundred and fifty-one (251) working days

for absence from work due to sickness as hereinafter defined. Sick leave is defined to mean absence from duty of a Member because of personal illness, accident or disability not service connected, by reason of which such Member is unable to perform the usual duties of his position, provided that such sickness or disability was not the result of gross neglect or misconduct on the part of such Member, and further provided that the Police Surgeon or Township Physician certifies that said sickness, accident or disability prevents the Member from carrying on the normal duties of a Superior Officer.

2. In addition to the sick leave set forth above, each member of the Association shall be entitled to twelve (12) non-cumulative sick days per calendar year. In the event any Member of the Association is absent for more than twelve (12) days under the terms set forth herein, each day in excess of twelve (12) shall be deducted from the two hundred and fifty-one (251) day period. At any time that a Member of the Association has less than two hundred and fifty-one (251) days, he may accumulate sick leave up to the two hundred and fifty-one (251) day period by adding the days less than twelve (12) not used in any one year to his accumulated total days, not to exceed two hundred and fifty-one (251) days.

Section 5.02 DISABILITY LEAVE

Any Member of the Association who is disabled by an injury incurred in the performance of his police duties or by illness as a direct result of or arising out of and in the course of his employment shall be granted a leave of absence with full pay for a period not to exceed one year. Any such work connected injury or illness convalescence

time during the course of the one year shall not be charged against his sick leave allowance or holiday allowance. After the said one year, the Employee shall have to use his vacation or sick leave time for the additional time he is out.

In the event an injured Employee receives temporary disability under Workmen's Compensation during the course of the aforementioned one year, he is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Clerk of the Township of Ewing. Said tender of draft to the Township of Ewing will be in way of reimbursement to the aforementioned Township toward payment of the injured employee's full salary during the course of the one year, and in the event that the injured Employee does not endorse and turn over the aforementioned draft to the Township Clerk, he shall not then receive his full pay but only the difference between the compensation pay and his full pay during that one year period of time.

Disability leave is defined to mean absence from duty of a Member because of injury incurred in the performance of his duty or by illness as a direct result of or arising out of his employment by reason of which such Member of the Association is unable to perform the usual duties of his position, provided that such disability was not the result of gross neglect or misconduct on the part of such Member of the Association, and further provided that the Township Physician certified that said disability prevents the Member of the Association from carrying on the normal duties of a Superior Officer.

ARTICLE VI

HOURS OF EMPLOYMENT

Section 6.01

The normal hours of employment shall not exceed eight (8)

consecutive hours in any one day, nor 1912 hours per year.

Section 6.02 EMERGENCY

In any emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as a special need as opposed to that referred to in 3.16 of the Revised Ordinances of the Township of Ewing. The determination as to what conditions constitute an emergency will be at the discretion of the Mayor, the Police Chief, or their designated representatives and will not be subject to the grievance procedure.

Section 6.03 OVERTIME

Overtime shall be paid as follows:

1. Overtime for emergency call back duty should be paid on a time and one-half basis with a two hour minimum. Said overtime shall be calculated at the hourly rate equal to one and one-half times the employee's regular hourly rate. In the event that any of the aforementioned two hour minimum overlaps with the regular shift, at the moment the overlapping commences with the regular shift the employee is then to receive only his regular shift pay and not the overtime pay as aforementioned.

2. All overtime shall be paid at the rate of time and one-half except overtime referred to in paragraph 5 hereof with respect to standby alert and consistent with other provisions of this section.

3. All overtime must be approved by the Chief of Police or his designated representative.

4. The first twenty (20) minutes of overtime during any regularly scheduled shift shall be non-payable. The time for all overtime, however, in excess of twenty (20) minutes shall revert to the beginning time of the original overtime.

5. Straight time, as opposed to overtime, shall be paid for all standby alerts from the time a Member of the Association is personally contacted until he is relieved from duty. Standby alert shall be self-cancelling if the Member of the Association is not contacted and advised of the continuance of the standby alert at the expiration of four (4) hours from the time when the Member of the Association is contacted, and said Member of the Association so placed on standby alert shall be compensated four (4) hours.

6. Overtime for Municipal Court appearances shall be paid to Members commencing at the time the individual is required to be in Court and extending to the end of each Member's court cases as verified by the Court Clerk. Said overtime shall be paid only to those Members who are required by the Court to appear on their off-duty time. Members who scheduled court on their off-duty time will not be compensated. Additionally, reasonable travel time from Ewing Township Police Headquarters to the particular Municipal Court and back to the Ewing Township Police Headquarters shall be compensated as overtime.

7. Overtime for Grand Jury appearances shall be paid to off-duty Members of the Association beginning fifteen minutes before the subpoena scheduled time and extending to fifteen minutes after the certified dismissal time as verified by the Prosecutor in charge of the Grand Jury on that particular day. Reasonable travel time to and from the Grand Jury from the Ewing Township Police Headquarters shall be considered as overtime.

8. Overtime for Criminal Court appearance shall be paid to off-duty Members of the Association beginning fifteen (15) minutes before the subpoena scheduled time and extending to fifteen (15) minutes after the certified dismissal time as verified by the trial Prosecutor. Reasonable travel time to and from the aforesaid Criminal Court shall be compensated as overtime.

9. Overtime records shall be maintained by the Employer. Each Member of the Association may examine his own records which will be made available to him at reasonable times.

Section 6.04 SCHOOLING TIME

Police officers attending required departmental training courses, weapons firing and seminars outside of and in addition to their normal work duty will receive solely regular time pay.

Section 6.05 TOURS OF DUTY

The tours of duty shall continue as they are currently in force, except as the Township may from time to time, reasonably alter and change same, provided however, reasonable notice be given to the Members affected, except in case of an emergency.

ARTICLE VII

RULES AND REGULATIONS

Section 7.01

All rules and regulations now in effect shall so remain and the employer shall adopt reasonable and necessary rules and regulations of work and conduct for employees. Such rules shall be equitably applied and enforced. Said rules and regulations are to be legally and properly adopted and this section does not waive any rights that the Members may have to challenge the legality, reasonableness, constitutionality, or propriety of any of the rules and regulations.

ARTICLE VIII

WAGES

Section 8.01

Wages for the period of January 1, 1975 through December 31, 1975 shall be payable as follows:

Captain - first year	\$18,179.00
After first year	\$18,712.00
Lieutenants - first year	\$16,885.00
After first year	\$17,465.00
Sergeants - first year	\$15,514.00
After first year	\$16,002.00

ARTICLE IX

HOLIDAYS

Section 9.01

It is recognized by both parties that employees of the Police Department may not by reasons of Departmental business enjoy paid holidays by not working on those dates. Therefore, in lieu of the holiday itself, each employee of the Police Department will receive a full day's pay in addition to his regular salary for thirteen (13) holidays. It is further understood that the members of the Association shall for July 5, 1974 be given a compensatory day off during the term of the within contract.

Section 9.02

The holiday pay is to be paid in two separate and equal checks, the first not later than June 15th, and the second not later than December 1st of the respective year.

ARTICLE X

FUNERAL LEAVE

Section 10.01

All Members of the Association shall be allowed the following time off:

(1) In the cases of death of Father, Mother, Grandfather, Grandmother, Grandchild, Wife, Son, Daughter, Brother, Sister, Father-In-Law, Mother-In-Law, Son-In-Law, Daughter-In-Law, from the day of death until the day of burial inclusive.

(2) In the case of death of an Uncle, Aunt, Nephew, Niece, Brother-In-Law, Sister-In-Law, and Aunt and Uncle of an Officer's Wife - the day of burial only.

Section 10.02

Exceptions to this rule may be made when the deceased is buried in another City and the Member of the Association would not be able to return in time for duty with a leave granted.

Section 10.03

It is to be fully understood, however, that before absenting themselves, they shall advise their superior officer of the dates which they will be absent as the result of the death and prior to receiving pay for the period of their absence shall verify in writing the relationship between the deceased and themselves, the days on which they were absent, and proof of death, to the Chief of Police.

ARTICLE XI

VACATIONS

Section 11.01

All Members of the Association are entitled to leave of absence

(annual vacation) each year with pay as follows:

- Sergeant: 22 working days
- Lieutenant: 23 working days
- Captain: 24 working days

Vacations may be taken between January 1st and December 15th in accordance with administrative practices of the Department.

ARTICLE XII

LONGEVITY PAY *** UNIFORM ALLOWANCE

Section 12.01

Each Employee covered by this agreement shall, in addition to his regular wages and benefits, be paid a longevity increment based upon years of service within the Township of Ewing, in accordance with the following schedule:

- a) After ten years of service \$200.00
- b) After fifteen years of service \$400.00
- c) After twenty years of service \$600.00
- d) After twenty-five years of service \$800.00

All employees who have completed the above required years of service during any quarter of the calendar year, shall be paid at the beginning of the next quarter of the prorated sum of longevity as set forth in the schedule hereinabove.

Longevity shall be paid to full-time permanent employees only and the amount to be paid shall be based upon the years of continuous service with the Township.

Section 12.02

Township agrees to provide each member covered by this Agreement uniform clothing and related items of a value not to exceed Three Hundred and Fifty (\$350.00) Dollars per year, it being understood

that the Chief of Police has the right to pay this amount or part of it in cash to the employees of the bargaining unit if he feels the same is operational advisable for the best interest of all parties.

ARTICLE XIII

HOSPITAL AND MEDICAL INSURANCE

Section 13.01

The Township will provide at Township's expense hospitalization and medical insurance through the New Jersey State Plan or through any plan which is substantially equivalent to said Plan to each employee of the bargaining unit and his dependents covered by this Agreement.

Said Plan shall include the following coverage:

- (1) Comprehensive Blue Cross - 365 Plan
- (2) Blue Shield 750 Plan and Rider J
- (3) Group Major Medical Insurance at least with a \$25,000.00 limit.

Section 13.02

The Township recognizes that the employees desire hospitalization and medical insurance through New Jersey State Plan for retired employees and their dependents. The Township will appoint a Committee, three of which will be appointed by the Township Committee, two of which will be appointed by the Policemen's Benevolent Association, Local #111, and one of which shall be appointed by the Superior Officers Association, to conduct a study with regard to providing hospitalization and medical insurance for retired members of the bargaining unit. In the event that the aforementioned committee recommends to the Township Committee that the Township provide hospitalization and medical insurance for retired employees of the bargaining unit

the aforementioned Township will provide same for all members of the bargaining unit who retired on or after January 1, 1974.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 14.01 PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of this agreement. The Parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township.

Section 14.02 DEFINITION

The term grievance shall mean an allegation that there has been:

1. A breach, misinterpretation or improper application of the terms of this Agreement; or
2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy or orders, applicable to the Agency or department which employs the grievant which shall be limited to those matters, affecting the terms and conditions of employment.

Section 14.03 STEPS OF THE GRIEVANCE PROCEDURE

The following constitute the sole and exclusive method for solving grievances covered by this agreement:

Step 1. (a) The aggrieved shall institute action under the provisions hereof in writing, signed, and delivered to his or her supervisor within five (5) working days after the occurrence complained of or within five (5) working days after he or she would reasonably be expected to know of its occurrence.

Failure to act within the said five (5) days shall be deemed to constitute abandonment of said grievance.

(b) The supervisor shall render a decision in writing within three (3) working days after receipt of the grievance.

(c) In the event that the grievance pertains to the immediate supervisor, this step may be omitted at the discretion of the grievant and his or her immediate supervisor. The aggrieved will forward a copy of the grievance to his immediate supervisor in all situations.

Step 2. In the event said settlement has not been reached, the aggrieved shall in writing and signed, file his complaint with the Chief of Police within three (3) working days following the determination of Step 1. The Chief of Police or his designees shall meet with the aggrieved and render his decision in writing within two (2) working days after the aforementioned meeting.

Failure to act within the said three days will be deemed to constitute abandonment of said grievance.

Step 3. Should the aggrieved disagree with the decision of the Chief, the aggrieved may present the grievance in writing within five (5) working days from the date of the decision to the Township Committee. The Township Committee shall meet with the aggrieved and shall render their decision within five (5) working days after the aforementioned meeting.

Failure to act within the said five (5) days shall be deemed to constitute abandonment of said grievance.

Step 4. Should the aggrieved be dissatisfied with the Township Committee's decision such person has within ten (10) days after the Township Committee's decision to request in writing arbitration. In the event the arbitration shall not be requested within ten (10) days, the grievance shall be deemed abandoned and the matter may not then thereafter be arbitrated.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Association within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of the Public Employees Relation Commission shall be requested by either or both parties to provide panel of five (5) arbitrators. Both the Employer and the Association shall have the right to strike two (2) names from the panel. The Association shall strike the first name, the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The aforesaid arbitration shall be binding upon the parties, only in cases of discharge. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. It is intended by this provision to give the employee the option to appeal his case under the Civil Service rules and regulations and through Civil Service procedures or arbitrations, but not both. It is not intended to change or modify or alter in any fashion the Civil Service rules and regulations, but in effect only to give an additional alternative remedy to an employee. A grievant must elect to proceed either under arbitration or civil service, not both.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Association. If either party desires a verbatim records of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, without charge to the other party and to the arbitrator.

The only grievances or disputes which may be submitted for arbitration shall be those arising out of the meaning, application and interpretation of the provisions of the agreement. The arbitrators shall have no power to add to or subtract from or modify any of the terms of this agreement.

ARTICLE XV

TERM

Section 15.01

This agreement shall be effective as of the first day of January, 1975, and shall remain in full force and effect until midnight on December 31, 1975. Negotiations concerning any renewal or replacement hereof for the year 1976 shall commence November 15, 1975 by and between the parties hereto by notice by either party served, regular mail, upon the other.

This agreement shall remain in full force and effect during the period of negotiations until notice of termination of this agreement is provided to the other party.

ARTICLE XVI

RETIREMENT BENEFITS

Section 16.01

The employer agrees to continue to provide retirements benefits as are presently in effect at its cost and expense.

ARTICLE XVII
INDEMNIFICATION

Section 17.01

Employer shall keep in full force and effect a policy of liability insurance coverage covering each and every Member and provide to the Association satisfactory assurance of said policy of insurance being in effect. Said policy shall continue with the liability limits and amounts as existing on the date of execution hereof.

Said insurance now includes liability coverage for bodily injury and property damage to third parties arising out of the operation of Township automobiles and vehicles, and also includes coverage for damage to third parties arising out of false arrest, detention or imprisonment committed by Members of the Association during the course of their employment. The Township will continue such coverage in effect during the life of this agreement.

Section 17.02

The Employer shall, at no costs to the Member, repair or replace at the Employer's option, any personal property, uniform, clothing or equipment, limited to personal equipment or property of the Member damaged or broken as a result of the activities of the Member in the line of duty as a Ewing Township Police Officer. It shall be the responsibility of the Member to provide sufficient and adequate verification of said loss or damage and value of his loss or damaged goods, as soon as possible after said loss or damage occurs.

ARTICLE XVIII
REPRESENTATION OF MEMBERS

Section 18.01

Whenever an Employee is a defendant in any action or legal proceeding arising out of or incidental to the performance of his

duty, the Employer shall provide said Employee with necessary means for the defense of such action and proceeding, but not for his defense in a disciplinary proceeding instituted against him by the Employer or in a criminal proceeding instituted as the result of a Complaint on behalf of his Employer. If any such disciplinary or criminal proceeding instituted by or on Complaint of the Employer shall be dismissed or finally be determined in favor of the Employee, the Employer shall reimburse the Employee for the expense of his defense. In any criminal proceeding instituted against the Employee arising out of or incidental to the performance of his duties, the Employee shall have the right to secure independent counsel, subject to the approval of the Employer, as to the attorney retained and the fees to be charged, which approval should not be unreasonably withheld.

ARTICLE XIX

INSERVICE TRAINING

Section 19.01

The cost of all police training courses, seminars, and conferences authorized in advance by the Township will be borne by the Township.

Section 19.02

The Township of Ewing will pay the sum of Two Hundred Dollars (\$200.00) annually to the police officer who has received an AA degree with a major in law enforcement. The Township of Ewing will pay the sum of Four Hundred Dollars (\$400.00) annually to the police officer who has received a Bachelor's degree with a major in law enforcement. In no case is the police officer to receive more than \$400.00 annually, and said sum is in addition to the salary set forth in Article VIII.

ARTICLE XX

DECEDENT'S BENEFITS

Section 20.01

In the event, that an employee in the bargaining unit shall die while still an employee of the Township of Ewing Police Department, his estate will receive pay for the unused holidays and vacation time on a prorated basis.

ARTICLE XXI

PERFORMING DUTIES

Section 21.01

When an employee is assigned to perform duties of a higher rank for two consecutive tours of duty or more, the employee so assigned shall be paid the higher rate of pay from the time he is so assigned to the completion of his tours of duty in the higher rank.

ARTICLE XXII

CIVIL SERVICE RIGHTS

Section 22.01

The parties agreed that notwithstanding the terms set forth in this contract that the employees who are members of the bargaining unit have not in any way waived and the Township agrees that the employees have not waived any rights that the employees may have under Civil Service regulations, statutes or laws.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

Section 23.01

If any provisions of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Civil Service, or if compliance with or enforcement of any provisions should be

restrained by such tribunal pending a final determination as to its validity, such provision shall be in-operative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV

FULLY BARGAINED

Section 24.01

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment, and incorporates the complete and final understanding, and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF, we have hereunder set our hands and seals the date and year first hereinabove written.

Witness:

John A. Pope

TOWNSHIP OF EWING

BY:

Edward S. Zamorski

Witness:

John C. Hutchinson

EWING SUPERIOR OFFICERS ASSOCIATION

BY:

Lucy J. Masterson

Step 1. (a) The aggrieved shall institute action under the provisions hereof, in writing, signed and delivered to his or her supervisor within five (5) working days after the occurrence complained of or within five (5) working days after he or she would reasonably be expected to know of its occurrence.

Failure to act within the said five (5) working days shall be deemed to constitute an abandonment of said grievance.

(b) The supervisor shall render a decision in writing within three (3) working days after receipt of the grievance.

(c) In the event that the grievance pertains to the immediate supervisor, this step may be omitted at the discretion of the grievant, and his or her immediate supervisor. The aggrieved will forward a copy of the grievance to his immediate supervisor in all situations.

Step 2. In the event said settlement has not been reached, the aggrieved shall in writing and signed, file his complaint with the Chief of Police within three (3) working days following the determination of Step 1. The Chief of Police or his designees shall meet with the aggrieved and render his decision in writing within two (2) working days after the aforementioned meeting.

Failure to act within the said three days will be deemed to constitute abandonment of said grievance.

Step 3. Should the aggrieved disagree with the decision of the Chief, the aggrieved may present the grievance in writing within five (5) working days from the date of the decision to the Township Committee. The Township Committee will meet with the aggrieved and shall render their decision within five (5) working days after the aforementioned meeting.

Failure to act within the said five (5) days shall be deemed to constitute abandonment of said grievance.

Step 4. Should the aggrieved be dissatisfied with the Township Committee's decision such person has within ten (10) days after the Township Committee's decision to request in writing arbitration. In the event arbitration is not requested within ten (10) days, the grievance shall be deemed abandoned and the matter may not then thereafter be arbitrated.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Association within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of the Public Employees Relation Commission shall be requested by either or both parties to provide panel of five (5) arbitrators. Both the Employer and the Association shall have the right to strike two names from the panel. The Association shall strike the first name, the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The aforesaid arbitration will be binding upon the parties, only in cases of discharge. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. It is intended by this provision to give the employee the option to appeal his case under the Civil Service rules and regulations and through Civil Service procedures or arbitration, but not both. It is not intended to change or modify or alter in any fashion the Civil Service rules and regulations, but in effect only to give an additional alternative remedy to an employee. A grievant must elect to proceed either under arbitration or civil service, not both.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Association. If either party

desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, without charge, to the other party and to the arbitrator.

The only grievances or disputes which may be submitted for arbitration shall be those arising out of the meaning, application and interpretation of the provisions of the Agreement. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement.

ARTICLE XV

TERM

Section 15.01

This Agreement shall be effective as of the first day of January, 1976, and shall remain in full force and effect until midnight on December 31, 1977. Negotiations concerning the wage reopener clause for the year 1977 shall commence December 15, 1976 by and between the parties hereto by notice by either party served, regular mail, upon the other. Negotiations concerning any renewal or replacement hereof for the year 1978 shall commence November 15, 1977 by and between the parties hereto by notice by either served, regular mail, upon the other.

This Agreement shall remain in full force and effect during the period of negotiations until notice of termination of this Agreement is provided to the other party.

ARTICLE XVI

RETIREMENT BENEFITS

Section 16.01

The employer agrees to continue to provide retirement benefits as are presently in effect at its cost and expense.

ARTICLE XVII

INDEMNIFICATION

Section 17.01

Employer shall keep in full force and effect a policy of liability insurance coverage covering each and every member and provide to the Association satisfactory assurance of said policy of insurance being in effect. Said policy shall continue with the liability limits and amounts as existing on the date of execution hereof.

Said insurance now includes liability coverage for bodily injury and property damage to third persons arising out of the operation of Township automobiles and vehicles, and also includes coverage for damage to third parties arising out of false arrest, detention, or imprisonment committed by members of the Association during the course of their employment. The Township will continue such coverage in effect during the life of this Agreement.

Section 17.02

The employer shall, at no costs to the member, repair or replace at the employer's option, any personal property, uniform, clothing or equipment, limited to personal equipment or property of the member, damaged or broken as the result of the activities of the member in the line of duty as a Ewing Township Police Officer. It shall be the responsibility of the member to provide sufficient and adequate verification of said loss or damage and value of his loss or damaged goods, as soon as possible after said loss or damage occurs.

ARTICLE XVIII

REPRESENTATION OF MEMBERS

Section 18.01

Whenever an employee is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duty, the Employer shall provide said employee with necessary means for the defense of such action and proceeding, but not for his defense in a disciplinary action instituted against him by the Employer or in a criminal proceeding instituted as the result of a complaint on behalf of his Employer. If any such disciplinary action or criminal proceeding instituted by or on complaint of the employer shall be dismissed or finally be determined in favor of the employee, the employer shall reimburse the employee for the expense of his defense. In any criminal proceeding instituted against the employee arising out of or incidental to the performance of his duties, the employee shall have the right to secure independent counsel, subject to the approval of the employer, as to the attorney retained and the fees to be charged, which approval shall not be unreasonably withheld.

ARTICLE XIX

INSERVICE TRAINING

Section 19.01

The cost of all police training courses, seminars and conferences authorized in advance by the Township will be borne by the Township.

Section 19.02

The Township of Ewing will pay the sum of Two Hundred Dollars (\$200.00) annually to the police officer who has received an AA degree with a major in law enforcement. The Township of Ewing will pay the sum of Four Hundred Dollars (\$400.00) annually to the police officer who has

received a Bachelor's degree with a major in law enforcement. In no case is the police officer to receive more than \$400.00 annually, and said sum is in addition to the salary set forth in Article VIII.

ARTICLE XX

DECEDENT'S BENEFITS

Section 20.01

In the event that an employee in the bargaining unit shall die while still an employee of the Township of Ewing Police Department, his estate will receive pay for the unused holidays and vacation time on a prorated basis.

ARTICLE XXI

CIVIL SERVICE RIGHTS

Section 21.01

The parties agreed that notwithstanding the terms set forth in this contract that the employees who are members of the bargaining unit have not in any way waived and the Township agrees that they have not waived any rights that the employees may have under Civil Service regulations, statutes and laws.

ARTICLE XXII

SEPARABILITY AND SAVINGS

Section 22.01

If any provisions of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Civil Service, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, such provision shall be in-operative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIII

FULLY BARGAINED

Section 23.01

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporates the complete and final understanding, and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF, we have hercunto set our hands and seals the date and year first hereinabove written.

TOWNSHIP OF EWING

Witness:

John C. [Signature]

BY:

[Signature]

EWING SUPERIOR OFFICERS ASSOCIATION

Witness:

John C. [Signature]

BY:

[Signature]

APPENDIX A

Captain - first year	\$19,224.00 per annum
Captain - after completion of first year	\$19,773.00 per annum
Lieutenant - first year	\$17,892.00 per annum
Lieutenant - after completion of first year	\$18,489.00 per annum
Sergeant - first year	\$16,480.00 per annum
Sergeant - after completion of first year	\$16,932.00 per annum